

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

Greenway Energy, LLC,)	Civil Action No. 1:23-cv-00467-MGL
)	
Plaintiff,)	
)	
vs.)	<u>PLAINTIFF’S MOTION FOR</u>
)	<u>EXPEDITED HEARING</u>
Battelle Savannah River Alliance, LLC,)	
)	
Defendant.)	
)	

Plaintiff Greenway Energy, LLC (“Greenway”), by and through its undersigned counsel, respectfully moves this Court, for an expedited hearing on Greenway’s Motion for Preliminary Injunction or, in the alternative, a Temporary Restraining Order filed with this Court on February 1, 2023, pursuant to Rule 65 of the Federal Rules of Civil Procedure.

In support of this Motion, Greenway realleges and incorporates by reference each and every allegation set forth in its Complaint, including all exhibits attached thereto, as well as the allegations and legal arguments set forth in Greenway’s Motion for Preliminary Injunction, or in the alternative, Temporary Restraining Order. (ECF Nos. 1 & 4).

As shown in the foregoing pleadings, filings, and exhibits, Greenway seeks this immediate injunctive relief to prevent the immediate, irreparable harm to Greenway’s business caused by Defendant BSRA’s wrongful conduct in Terminating the License Agreement. Defendant BSRA breached the terms of the License Agreement by issuing the Final Notice of Termination without cause or justification and in violation of the due process procedures related to dispute resolution set forth in the License Agreement. Under Rule 65, Greenway’s Motion for a Preliminary Injunction or, in the alternative, Temporary Restraining Order asks the Court to enjoin Defendant BSRA from terminating the License Agreement until the Parties have followed the dispute

resolutions procedures, including, but not limited to, mediation of the dispute as required by the License Agreement's mandatory mediation provision. Second, and only if mediation on the merits is unsuccessful, then Greenway respectfully requests the Court extend the injunction through and until litigation on the merits of the action comes to a resolution. Further, in that instance, Greenway also requests that the Court allow it to engage in expedited discovery with Defendant BSRA to discover whether Defendant BSRA's position under the License Agreement is motivated by ulterior motive.

WHEREFORE, based on the foregoing, Plaintiff Greenway respectfully requests the Court set an expedited hearing on its Motion for Preliminary Injunction or, in the alternative, Temporary Restraining Order.

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